



**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE
THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

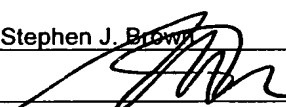
I hereby revoke all previous powers and appoint the practitioners of Morgan, Lewis & Bockius LLP, Customer Number 24341 as attorneys or agents to represent the undersigned and to transact all business before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 C.F.R. § 3.73(b), said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71, provided that, if any one of these attorneys ceases being affiliated with the law firm of Morgan, Lewis & Bockius LLP as partner, counsel, or employee, then the appointment of that attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Assignee Name and Address: Health Hero Network, Inc.
2570 W. El Camino Real, Suite 111
Mountain View, California

A copy of this form, together with a statement under 37 C.F.R. § 3.73(b) (Form PTO/SB96 or equivalent) is required to be filed in each application in which this form is used. The statement us 37 C.F.R. § 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The undersigned whose signature and title is supplied below is authorized to act on behalf of the assignee.

Name	Stephen J. Brown		
Signature		Date	11-5-04
Title	President & Chief Executive Officer	Telephone	(650) 559-1001

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GROUP 3600

This collection of Information is required by 37 C.F.R. §§ 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. § 122 and 37 C.F.R. § 1.14.

Send to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

COPY

Attorney Docket No: RYA-110/CIP/CON

ASSIGNMENT

THIS ASSIGNMENT, by

STEPHEN J. BROWN

(hereinafter referred to as the Assignor), residing at Woodside, California witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

METHOD FOR CONDUCTING AN ON-LINE BIDDING SESSION WITH BID POOLING

for which application no. 09/304,446 filed 5/3/99 for Letters Patent
WHEREAS,

Health Hero Network, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of CALIFORNIA, MOUNTAIN VIEW, CALIFORNIA 94040, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

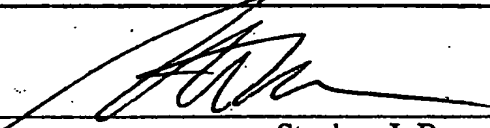


1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under: said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.
2. Said Assignor hereby warrants and represents that, at the time of execution and delivery of these presents, said Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignor hereby covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or

Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

5. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the date noted below.

Date: <u>26-july-1999</u>	 _____ Stephen J. Brown
State: <u>California</u>	County: <u>Santa Clara</u>
Subscribed and sworn to before me on this <u>26th</u> day of <u>July</u> , 19 <u>99</u>	
	 _____ Notary Public